

VIRGINIA BUYERS ORDER-A

U-RIDE AUTO SALES

1311 Lakeside Dr.
Lynchburg, VA 24502

STOCK NO. MP1572

DATE OF SALE 02/12/2010

EXHIBIT B

| | | | | | | | |
|--|---|---|---|---|---------------------------|------------------------|----------------|
| PURCHASER'S NAME LINNIE H SNEAD (PRINT OR TYPE) | | | | HOME ADDRESS 1200 CRAIGMONT DR #5 | | | |
| CO/PURCHASER NAME (PRINT OR TYPE) | | | | CITY, STATE, ZIP LYNCHBURG VA 24501 | | | |
| PLEASE ENTER MY ORDER FOR THE FOLLOWING: <input type="checkbox"/> NEW <input checked="" type="checkbox"/> USED <input type="checkbox"/> DEMO | | | | COUNTY | | E-MAIL ADDRESS | |
| | | | | HOME PHONE (434) 401-9384 | | BUS. PHONE | |
| YEAR 2003 | MAKE FORD | MODEL TAURUS | TYPE OF TRANSACTION <input type="checkbox"/> PURCHASE <input type="checkbox"/> LEASE | | TYPE/DOORS | COLOR | |
| MILEAGE 101302 | VIN 1 F A F P 5 8 U 6 3 A 2 6 0 8 6 8 | | IN SERVICE DATE | | | | |
| IMPORTANT! Purchaser(s) and dealer agree that if any Dispute (except those specifically noted in this Arbitration Agreement) arises, the Dispute will be resolved by binding arbitration by a single arbitrator under the applicable rules of the alternative dispute resolution agency named below, with that arbitrator rendering a written decision with separate findings of fact and conclusions of law. Purchaser(s) initials below evidence that the provisions in this box and section 17 on the reverse have been read and understood by Purchaser(s). THE PARTIES UNDERSTAND THAT THEY ARE WAIVING THEIR RIGHTS TO JURY TRIAL OF ALL DISPUTES BETWEEN THEM NOT SPECIFICALLY EXEMPTED FROM ARBITRATION IN THE ARBITRATION AGREEMENT. Alternative Dispute Resolution Agency Name and Address BETTER BUSINESS BUREAU, SERVING WEST VIRGINIA 31 W. CAMPBELL AVE. ROANOKE, VA 24011 | | | | PRICE INCLUDING FREIGHT, HANDLING & DELIVERY | | | |
| | | | | TOTAL PURCHASE PRICE | | 6740.00 | |
| | | | | PROCESSING FEE FOR CONSUMER SERVICES | | 398.00 | |
| | | | | 3% VA. TITLE TAX | | 214.14 | |
| | | | | DEALER BUSINESS LICENSE TAX | | N/A | |
| | | | | REGISTRATION FEE 38.75 | | TITLE FEE 10.00 | |
| | | | | TOTAL DELIVERED PRICE | | 7410.89 | |
| | | | | SUBMITTED WITH ORDER | | (1) 1625.00 | |
| ALLOWANCE FOR USED CAR TRADE-IN AS APPRAISED | | 900.00 | | | | | |
| LESS BALANCE OWING TO - | | (PURCHASER RESPONSIBLE FOR) APPROXIMATELY | | N/A | | | |
| FOR "AS IS" SALE ONLY: I UNDERSTAND THAT THIS VEHICLE IS BEING SOLD "AS IS" WITH ALL FAULTS AND IS NOT COVERED BY ANY DEALER WARRANTY. I UNDERSTAND THAT THE DEALER IS NOT REQUIRED TO MAKE ANY REPAIRS AFTER I BUY THIS VEHICLE. I WILL HAVE TO PAY FOR ANY REPAIRS THIS VEHICLE WILL NEED. (SEE #15 ON REVERSE SIDE) DATE _____ SIGNATURE _____ | | | | EQUITY ON TRADE-IN | | (2) 900.00 | |
| | | | | ADDITIONAL DOWN PAYMENT ON DELIVERY | | (3) N/A | |
| | | | | | | (4) N/A | |
| | | | | TOTAL DOWN PAYMENT (1+2+3+4) | | 2525.00 | |
| YEAR 92 | MAKE JEEP | MODEL CHEROKEE | COLOR | TYPE/DOORS UT | EXTENDED SERVICE CONTRACT | | |
| MILEAGE | VIN 1 J 4 F J 5 8 S X N L 1 1 6 6 6 9 | TAG NO. | | INCLUDING | | | 1380.00 |
| SALESPERSON HOUSE | | | | TAX OF | | 34.50 | |
| | | | | BALANCE DUE ON DELIVERY | | 6300.39 | |

The front and back of this buyer's order, along with other documents signed by Purchaser(s) in connection with this order, comprise the entire agreement between the parties affecting this purchase. No oral agreements or understandings shall be binding. Purchaser(s) acknowledges that he/she has been given the opportunity to review all documents prior to signing them and that he/she has not signed any documents in blank. By executing this Order, Purchaser(s) acknowledges he/she has read all of its terms including the arbitration clause and has received a fully completed copy. Purchaser(s) certifies he/she is 18 years of age or older. Until made effective, this order is not binding and Purchaser(s) may cancel and recover deposit.

NO LIABILITY INSURANCE INCLUDED UNLESS SPECIFICALLY INDICATED

SECURITY AGREEMENT: Purchaser hereby grants Seller, its successors and assigns, a security interest in the motor vehicle, equipment and accessories to be purchased pursuant to this agreement, and such security interest shall remain in effect until all sums due hereunder have been paid in full.

FOR SALES INVOLVING DEALER ARRANGED FINANCING ONLY: THIS SALE IS CONDITIONED UPON APPROVAL OF YOUR PROPOSED RETAIL INSTALLMENT SALE CONTRACT AS SUBMITTED TO OR THROUGH THE DEALER. IF THAT PROPOSED RETAIL INSTALLMENT SALE CONTRACT IS NOT APPROVED UNDER THE TERMS AGREED TO WITH THE DEALER, YOU MAY CANCEL THIS SALE AND ANY DOWN PAYMENT AND/OR TRADE-IN YOU SUBMITTED WILL BE RETURNED TO YOU, PROVIDED THAT ANY VEHICLE DELIVERED TO YOU BY THE DEALER PURSUANT TO THIS AGREEMENT IS RETURNED TO THE DEALER IN THE SAME CONDITION AS DELIVERED TO YOU, NORMAL WEAR AND TEAR EXCEPTED, WITHIN 24 HOURS OF WRITTEN OR ORAL NOTICE TO YOU OF THE CREDIT DENIAL.

FOR SALES INVOLVING DEALER ARRANGED FINANCING/ LEASING ONLY: IF THE DEALER DOES NOT RECEIVE APPROVAL FROM A FINANCIAL SOURCE FOR YOUR PROPOSED RETAIL INSTALLMENT CONTRACT OR LEASE ("CONTRACT") ON TERMS ACCEPTABLE TO DEALER, DEALER MAY CANCEL THE SALE AND THE CONTRACT, AND YOU WILL RETURN THE VEHICLE IN GOOD CONDITION WITHOUT EXCESS MILEAGE. IF YOU FAIL TO RETURN THE VEHICLE DEALER SHALL BE ENTITLED TO REPOSSESS THE VEHICLE AND SHALL HAVE ALL OTHER RIGHTS UNDER TITLE 8.2 OF THE CODE OF VIRGINIA, OTHER STATUTES AND COMMON LAW.

Approved _____
Dealer or Authorized Representative

Signed (1)

Purchaser

Social Security Number

This Order is not valid unless signed and accepted by the Dealer or his authorized representative.

Date **Case 6:11-cv-00033-NKM-RSB Document 2-2** Filed **08/30/11** Page 1 of 2 Pageid#: 17

It is further understood and agreed that the order on the reverse side hereof is subject to the following terms and conditions:

1. **New Vehicle Sales** - If the manufacturer/distributor changes the suggested retail price of equipment or ordered vehicle, Dealer may change the price accordingly. If price is increased by Dealer, Purchaser may, if dissatisfied therewith, cancel this order in which event if a used motor vehicle has been traded in as part of the consideration for such new motor vehicle, such used motor vehicle shall be returned to Purchaser upon payment of a reasonable charge for storage, repairs and reconditioning (if any) or, if such used motor vehicle has been previously sold by Dealer, the amount received therefor, less a selling commission of 15% and any expense incurred in storing, insuring, conditioning or advertising said used motor vehicle for sale, shall be returned to Purchaser. If the manufacturer/distributor substantially modifies the ordered vehicle design/equipment or does not manufacture or distribute an ordered vehicle, this agreement is voidable by either party upon ten (10) days written notice. Dealer shall only be obligated to return deposit without interest, trade-in vehicle or the cash price of the trade-in vehicle as set forth above at Dealer's discretion.
2. **Trade-In Vehicles** - If the used motor vehicle which has been traded in as part of the consideration for the motor vehicle ordered hereunder is not to be delivered to Dealer until delivery of such motor vehicle, the used motor vehicle may be reappraised at that time by Dealer and such reappraised value shall determine the allowance made for such used motor vehicle. Trade-in vehicle shall be delivered in same condition as appraised with same equipment. Purchaser guarantees to deliver title free and clear of liens or encumbrances within five (5) days of signing this agreement. If pay-off on Purchaser's trade-in is more than estimated herein, Purchaser shall immediately pay said difference and, if lower, Dealer will return said amount. If a trade-in, title or equipment is not delivered as agreed, Dealer may cancel this purchase order and upon demand receive from purchaser payment of a pay-off on trade-in and/or seek remedies as set forth in Paragraph 3 herein. At dealer's discretion. Purchaser assumes risk of loss to trade-in vehicle until title reassigned.
3. **Default - New & Used Vehicle** - In the event of default, which includes, but is not limited to (1) Purchaser's check is returned without payment; (2) promissory note not timely paid; (3) trade-in vehicle not delivered to dealer; (4) trade-in title not delivered unencumbered; (5) failure to cooperate and sign documents; and/or (6) failure or refusal of Purchaser to accept delivery of the motor vehicle ordered hereunder, Dealer shall be entitled, at its discretion, to the choice of remedies in this Agreement, which may be used separately or together, including (1) cancel purchase order; (2) repossess vehicle without notice; (3) rescind the sales transaction; (4) seek collection for amounts due; and/or (5) retain as liquidated damages any cash down payment made by Purchaser, and in the event a used motor vehicle has been traded in as a part of the consideration for the motor vehicle ordered hereunder, to sell such used motor vehicle and reimburse himself out of the proceeds of such sale for any actual damages suffered by Dealer as a result of such default. Dealer shall be entitled to recover from Purchaser for an event of default costs for repossession/collection, reasonable interest plus reasonable attorney's fees. Any waiver of all or part of a remedy is not a continuing waiver.
4. **Dealer's Right To Terminate Agreement - New & Used Vehicles** - Dealer may cancel this Agreement if: (1) Purchaser's credit application is not approved by financing source and/or approved on terms acceptable to Dealer; (2) on event of default as defined above; (3) any statement or representation by Purchaser is not accurate or truthful; or (4) Dealer cannot deliver vehicle for any reason set forth in Paragraph 1. Dealer's only obligation or liability shall be as stated in Paragraph 1.
5. **Conditions Beyond Dealer's Control** - Dealer shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this order where such failure or delay is due, in whole or part, to any cause beyond the control or without the fault or negligence of dealer.
6. **Taxes** - Unless otherwise expressly provided, the Total Purchase Price for the ordered vehicle specified on the reverse side hereof does not include any taxes imposed by any governmental authority with respect to such vehicle prior to or at the time of delivery of such vehicle to the Purchaser, the Purchaser assumes and agrees to pay any and all such taxes, and any and all other taxes except income taxes, imposed on or incidental to the transaction covered by this order, regardless of who may have the primary tax liability.
7. **Documents** - Purchaser agrees to cooperate and execute all documents required by Dealer to complete the sale/lease of a vehicle. Default provisions of paragraph 3 apply for failure. In the event the Buyer's Order must be retyped or changed, purchaser agrees to execute a new Buyer's Order so long as there is not a material change in the terms agreed upon.
8. **Warranty Limitations** - DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT IF DEALER PROVIDES A WRITTEN WARRANTY OR AT TIME OF SALE OR WITHIN 90 DAYS THEREAFTER ENTERS INTO A SERVICE CONTRACT, IN WHICH CASE ANY IMPLIED WARRANTIES SHALL BE LIMITED TO THE DURATION OF SAID WRITTEN WARRANTY OR SERVICE CONTRACT. PURCHASER SHALL NOT BE ENTITLED UNDER ANY CIRCUMSTANCES TO RECOVER FROM DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME OR ANY OTHER INCIDENTAL DAMAGES. THE DEALER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SUCH VEHICLE. THIS DISCLAIMER IN NO WAY AFFECTS THE TERMS OF THE MANUFACTURER'S WARRANTY. FOR NEW AND USED VEHICLES TO WHICH ANY MANUFACTURER'S WARRANTY APPLIES, SAID WARRANTIES ARE THE MANUFACTURER'S WARRANTIES ONLY AND NOT THE DEALER'S.
9. **Cash Transaction** - In the case of a cash transaction, title to the ordered vehicle shall not pass to the Purchaser until the Dealer shall have received, in cash, the full amount of the Unpaid Balance. However, the Dealer may, at its discretion, pass title to the ordered vehicle prior to receipt of the full amount of the Unpaid Balance. The passing of title prior to receipt of the full cash amount of Unpaid Balance shall not relieve Purchaser's obligation to pay, in full, the Unpaid Balance as shown on the reverse side hereof. In the event that the transaction covered by the order is not a cash transaction, Purchaser agrees to execute, before or at the time of delivery of the ordered vehicle, such conditional sales contracts and other instruments as may be required by Dealer.
10. **Financing or Leasing** - If Purchaser is financing this transaction or leasing the vehicle, the transaction is conditioned upon approval of Purchaser's retail installment sale contract or lease by a financial source on terms acceptable to the Dealer. If the retail installment sale contract or lease is not approved, Purchaser or Dealer may cancel this sale and any downpayment and/or trade-in Purchaser submitted will be returned to Purchaser, provided that any vehicle delivered by the Dealer pursuant to this agreement is returned to the Dealer in the same condition as delivered to Purchaser, normal wear and tear excepted, within twenty-four hours of written or oral notice to Purchaser of the credit denial.
11. **Security Agreement** - Purchaser hereby grants Dealer, its successors and assigns, a security interest in the motor vehicle, equipment and accessories to be purchased pursuant to this agreement and such security interest shall remain in effect until all sums due hereunder have been paid in full.
12. **Resale** - Purchaser represents, warrants and affirms to Dealer that Purchaser is not purchasing the vehicle for resale or export within the period beginning on the date the vehicle title is issued to Purchaser and ending on the date six (6) months thereafter. Purchaser confirms that Dealer is relying on this representation and agrees that Dealer would not sell Purchaser the vehicle without this representation from Purchaser. If Dealer is required, by the vehicle manufacturer, to forfeit or repay any manufacturer incentives, allowance and/or special pricing or if Dealer suffers any other loss or harm resulting from Purchaser's breach of this provision, Purchaser agrees to indemnify and hold Dealer harmless from any cost, loss or harm suffered by Dealer resulting from Purchaser's breach of this provision.
13. **Attorney's Fees** - In the event any party to this invoice shall commence a proceeding against another to enforce the terms hereof, or to declare rights hereunder, as the result of a breach of any provision of this invoice, the prevailing party in any such proceeding shall be entitled to recover from the losing party its costs of suit, including reasonable attorney's fees, as may be fixed by the decision-maker.
14. **Estimates** - Any amount marked as an "estimate" on this agreement is based on the best information available to the Dealer and is subject to change when the true amount is determined.
15. **Used Vehicle Disclosure** - CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. THE INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE. UNDER VIRGINIA LAW FAILURE TO PROVIDE THIS OR AN "AS IS" SALE DISCLOSURE MAY SUBJECT DEALER TO UP TO \$1,000 CIVIL PENALTY, AND MAY ALLOW BUYER TO CANCEL SALE WITHIN 30 DAYS.

NOTICE

16. ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

17. **Additional Arbitration Terms** - An award by the arbitrator shall be final and binding on all parties to the proceeding. The arbitrator shall apply the substantive law of the Commonwealth of Virginia and the arbitration shall take place in the locality in which Dealer is located. All arbitration costs and expenses shall be borne as determined by the arbitrator. Judgment on an award may be entered by either party in the highest local, state, or federal court, or before any administrative body. A Dispute is any question as to whether something must be arbitrated, as well as any allegation concerning a violation of state or federal statute that may be the subject of binding arbitration, any purely monetary claim greater than \$1,000.00 in the aggregate whether contract, tort, or other, arising from the negotiation of and terms of the Buyer's Order, any service contract or insurance product, or any retail installment sale contract or lease (but this arbitration provision does not apply to and shall not be binding on any assignee thereof); provided, however, that your failure to provide consideration to be paid by you (including your failure to pay a note, a dishonored check, failure to provide a trade title, or failure to pay deficiency resulting from additional payoff on trade) as well as our right to retake possession of the vehicle pursuant to this Buyer's Order shall not be considered a Dispute and shall not be subject to arbitration.